

**Exhibit 35**  
**Filed Under Seal**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

GOOGLE LLC,

Plaintiff,

vs.

No. 3:20-cv-06754-WHA

SONOS, INC.,

Defendant.

\_\_\_\_\_/

-- HIGHLY CONFIDENTIAL, ATTORNEYS' EYES ONLY --

VIDEO-RECORDED DEPOSITION OF ALAINA KWASIZUR, ESQ.,  
INDIVIDUALLY AND AS A FEDERAL RULE 30(B)(6)

WITNESS FOR SONOS, INC.

Remote Zoom Proceedings

San Diego, California

Wednesday, November 30, 2022

REPORTED BY:

LESLIE ROCKWOOD ROSAS, RPR, CSR 3462

Pages 1 - 176

Job No. 5592691

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1	IN THE UNITED STATES DISTRICT COURT	1	I N D E X
2	FOR THE NORTHERN DISTRICT OF CALIFORNIA	2	
3		3	
4		4	WEDNESDAY, NOVEMBER 30, 2022
5	GOOGLE LLC,	5	
6	Plaintiff,	6	WITNESS EXAMINATION
7	vs. No. 3:20-cv-06754	7	ALAINA KWASIZUR, ESQ.
8	SONOS, INC.,	8	
9	Defendant.	9	BY MR. JUDAH 9
10		10	
11		11	QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER:
12	-- HIGHLY CONFIDENTIAL, ATTORNEYS' EYES ONLY --	12	
13		13	Page Line
14	Video-recorded deposition of ALAINA KWASIZUR,	14	12 2
15	ESQ., individually and as a Federal Rule 30(b)(6) witness	15	12 18
16	for SONOS, INC., taken on behalf of the Plaintiff, Remote	16	30 25
17	Zoom Proceedings from San Diego, California, beginning at	17	31 5
18	9:18 a.m. Pacific Standard Time and ending at 2:45 p.m.	18	32 7
19	Pacific Standard Time, on Wednesday, November 30, 2022,	19	39 10
20	before Leslie Rockwood Rosas, RPR, Certified Shorthand	20	39 17
21	Reporter No. 3462.	21	45 19
22		22	54 21
23		23	56 4
24		24	167 23
25		25	168 8
	Page 2		Page 4
1	APPEARANCES:	1	
2			168 17
3	FOR THE PLAINTIFF GOOGLE LLC:	2	
4	QUINN EMANUEL URQUHART & SULLIVAN LLP		169 1
5	BY: JAMES D. JUDAH, ESQ.	3	
6	50 California Street, 22nd Floor		170 4
7	San Francisco, California 94111	4	
8	(415) 785-6420	5	
9	jamesjudah@quinnemanuel.com	6	
10		7	
11		8	
12	FOR THE DEFENDANT SONOS, INC. AND THE WITNESS:	9	
13	LEE SULLIVAN SHEA & SMITH LLP	10	
14	BY: COLE B. RICHTER, ESQ.	11	
15	565 West Randolph Street, Floor 5W	12	
16	Chicago, Illinois 60661	13	
17	(312) 754-9602	14	
18	richter@ls3ip.com	15	
19		16	
20	Also Present:	17	
21	Jeffrey Nichols, Videographer	18	
22		19	
23		20	
24		21	
25		22	
	Page 3	23	
		24	
		25	
			Page 5

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1	DEPOSITION EXHIBITS			1	San Diego, California; Wednesday, November 30, 2022	
2	ALAINA KWASIZUR, ESQ.			2	9:18 A.M.	
3	NUMBER DESCRIPTION IDENTIFIED			3		
4	Exhibit 1 Google LLC's Fed. R. Civ. P.	8		4	PROCEEDINGS	
5	30(b)(6) Notice of Deposition			5	(Exhibit 1, Google LLC's Fed. R. Civ. P.	
6	to Sonos, Inc.			6	30(b)(6) Notice of Deposition to Sonos, Inc.,	
7	Exhibit 2 LinkedIn Profile	8		7	marked for identification electronically by	
8	Exhibit 3 GOOG-SONOSNDCA-00055243 - 252	27		8	counsel.)	
9	Exhibit 4 SONOS-SVG2-00042905 - 922	68		9	(Exhibit 2, LinkedIn Profile, marked for	
10	Exhibit 5 SONOS-SVG2-00054781	68		10	identification electronically by counsel.)	09:18:16
11	Exhibit 6 SONOS-SVG2-00042923 - 944	68		11	THE VIDEOGRAPHER: Good morning. We are going	
12	Exhibit 7 SONOS-SVG2-00059384 - 404	68		12	on the record at 9:18 a.m. on November 30th, 2022.	
13	Exhibit 8 SONOS-SVG2-00043164 - 166	99		13	This is Media Unit 1 of the video-recorded	
14	Exhibit 9 SONOS-SVG2-00043167 - 199	106		14	deposition of Alaina Kwasizur and Alaina Kwasizur as a	
15	Exhibit 10 SONOS-SVG2-00043743	108		15	30(b)(6) witness for Sonos, Inc., taken by counsel for	09:18:29
16	Exhibit 11 SONOS-SVG2-00043746 - 766	109		16	Plaintiff, in the matter of Google LLC versus Sonos,	
17	Exhibit 12 SONOS-SVG2-00043744	112		17	Inc., and Sonos, Inc., versus Google LLC, filed in the	
18	Exhibit 13 SONOS-SVG2-00043767	116		18	United States District Court, for the Northern District	
19	Exhibit 14 SONOS-SVG2-00198096 - 097	118		19	of California, San Francisco Division. The case number	
20	Exhibit 15 SONOS-SVG2-00198098 - 100	120		20	is 3:20-cv-06754-WHA, with the related case number of	09:18:47
21	Exhibit 16 SONOS-SVG2-00198101 - 105	121		21	3:21-cv-07559-WHA.	
22	Exhibit 17 SONOS-SVG2-00198106 - 140	122		22	My name is Jeff Nichols from the firm Veritext	
23	Exhibit 18 GOOG-SONOSNDCA-00116067 - 071	133		23	Legal Solutions, and I am the videographer. The court	
24				24	reporter is Leslie Rosas from the firm Veritext Legal	
25				25	Solutions.	09:19:10
Page 6				Page 8		
1	Exhibit 19 The Verge, Google Play Music	146		1	Counsel will now please state their appearances	
2	adds built-in Sonos support			2	and affiliations for the record.	
3	on Android			3	MR. JUDAH: James Judah of Quinn Emanuel on	
4	Exhibit 20 SONOS-SVG2-00070566 - 567	147		4	behalf of Google.	
5	Exhibit 21 SONOS-SVG2-00059332 - 349	153		5	MR. RICHTER: Good morning. Cole Richter from	09:19:25
6				6	Lee Sullivan Shea & Smith in Chicago on behalf of Sonos	
7				7	and the witness.	
8				8	THE VIDEOGRAPHER: Thank you.	
9				9	Will the court reporter please swear in the	
10				10	witness.	09:19:34
11				11	THE REPORTER: Thank you.	
12				12	Alaina, if you would raise your right hand,	
13				13	please, I'll swear you in.	
14				14	Thank you.	
15				15	You do solemnly state that the evidence you	
16				16	shall give in this matter shall be the truth, the whole	
17				17	truth and nothing but the truth, so help you God?	
18				18	THE WITNESS: I do.	
19				19	THE REPORTER: Thank you.	
20				20	You may proceed, Counsel.	09:19:51
21				21		
22				22	EXAMINATION	
23				23	BY MR. JUDAH:	
24				24	Q. Good morning, Ms. Kwasizur. Could you please	
25				25	state your full name for the record?	09:19:57
Page 7				Page 9		

<p>1 side of the fence.</p> <p>2 Q. Okay. So do you recall when the -- when you</p> <p>3 created the single template that replaced, sort of, the</p> <p>4 two -- two-sided agreement that we're looking at here in</p> <p>5 Exhibit 3? 09:47:49</p> <p>6 MR. RICHTER: Object to form, scope.</p> <p>7 THE WITNESS: I don't remember. I don't</p> <p>8 remember.</p> <p>9 Q. BY MR. JUDAH: Was it during the time period</p> <p>10 before you were general counsel AMPAC or after? 09:47:59</p> <p>11 MR. RICHTER: Object to form.</p> <p>12 THE WITNESS: I don't know. I would be guessing</p> <p>13 to tell you. I don't know. Sorry.</p> <p>14 Q. BY MR. JUDAH: Fair to say it was after the time</p> <p>15 that Google and Sonos executed Exhibit Number 3? 09:48:18</p> <p>16 A. Oh, yeah. For sure.</p> <p>17 Q. Do you feel it was, in your recollection, like</p> <p>18 several years later?</p> <p>19 MR. RICHTER: Object to form.</p> <p>20 THE WITNESS: If I had to guess, it was probably 09:48:30</p> <p>21 a year or 2 later. 18 months, 2 years later. I don't</p> <p>22 remember exactly. But I was relatively new at this</p> <p>23 point, so it would have been once I got more up to speed</p> <p>24 and understood all of our agreements better, so yeah.</p> <p>25 Q. BY MR. JUDAH: And why did you feel the need to 09:48:52</p> <p style="text-align: right;">Page 30</p>	<p>1 Ms. Kwasizur, do you recall why you created this single</p> <p>2 template SMAPI agreement to replace the double-sided --</p> <p>3 double-sided version that's reflected in Exhibit 3?</p> <p>4 MR. RICHTER: Object to form, scope. I think</p> <p>5 that's a "yes" or "no" question, just for the record. 09:50:41</p> <p>6 THE WITNESS: Yes.</p> <p>7 Q. BY MR. JUDAH: And was it for, like, legal</p> <p>8 and/or work product-based reasons?</p> <p>9 MR. RICHTER: I'll instruct the witness not to</p> <p>10 answer that on the grounds of privilege and work product. 09:51:05</p> <p>11 Q. BY MR. JUDAH: Okay. You're going to follow</p> <p>12 that instruction, Ms. Kwasizur?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. Who do you recall discussing the decision</p> <p>15 to create the single template SMAPI agreement to replace 09:51:23</p> <p>16 the double-sided agreement?</p> <p>17 A. I probably spoke to Craig about it. He was my</p> <p>18 boss at the time.</p> <p>19 Q. Do -- did anyone else work -- withdrawn.</p> <p>20 Did anyone else help draft that single template 09:51:56</p> <p>21 for the SMAPI agreement that replaced the double-sided</p> <p>22 agreement in Exhibit 3?</p> <p>23 MR. RICHTER: Object to form, scope.</p> <p>24 THE WITNESS: No. I drafted it.</p> <p>25 Q. BY MR. JUDAH: Did you have any communications 09:52:15</p> <p style="text-align: right;">Page 32</p>
<p>1 create a -- a sort of single template instead of this</p> <p>2 double-sided agreement?</p> <p>3 MR. RICHTER: I'll instruct the witness not to</p> <p>4 answer on grounds of privilege and work product.</p> <p>5 Q. BY MR. JUDAH: Okay. Well, let me ask you, 09:49:12</p> <p>6 Ms. Kwasizur, was it for, like, concerns over potential</p> <p>7 litigation that Sonos made changes to the SMAPI</p> <p>8 agreement?</p> <p>9 MR. RICHTER: Same instruction not to answer.</p> <p>10 MR. JUDAH: I'm just trying to establish whether 09:49:32</p> <p>11 there's any basis for the privilege. I mean, I could see</p> <p>12 reasons why there would be privilege and work product</p> <p>13 that would prevent the witness from answering, but there</p> <p>14 could be reasons to change the agreement that aren't</p> <p>15 based on that, and so I don't understand the categorical 09:49:46</p> <p>16 instruction at this point.</p> <p>17 MR. RICHTER: I don't -- yeah, I don't agree</p> <p>18 that the reason has to be based on litigation. I mean,</p> <p>19 you're asking an attorney what her reasons were for</p> <p>20 modifying an agreement, and I think that's almost the 09:49:59</p> <p>21 definition of work product. So, I mean, if you can -- if</p> <p>22 you can ask some other foundational questions that would</p> <p>23 not implicate privilege or work product, you know, you're</p> <p>24 free to do so, but, yeah, that's my instruction.</p> <p>25 Q. BY MR. JUDAH: Well, let me ask you: 09:50:21</p> <p style="text-align: right;">Page 31</p>	<p>1 with any outside counsel about that change to the single</p> <p>2 template SMAPI agreement?</p> <p>3 MR. RICHTER: Object to form, scope.</p> <p>4 THE WITNESS: No.</p> <p>5 Q. BY MR. JUDAH: Had Sonos been involved in any 09:52:32</p> <p>6 litigation involving the double-sided Content Integration</p> <p>7 Agreement?</p> <p>8 MR. RICHTER: Object to form, scope.</p> <p>9 THE WITNESS: No, not that I'm aware of.</p> <p>10 Q. BY MR. JUDAH: Are you aware of any threatened 09:52:53</p> <p>11 litigation involving the double-sided Content Integration</p> <p>12 Agreement as of the time when you created this single</p> <p>13 template?</p> <p>14 MR. RICHTER: Object to form, scope.</p> <p>15 THE WITNESS: No. 09:53:21</p> <p>16 Q. BY MR. JUDAH: And then I think you said that</p> <p>17 there was one -- at least one additional change to the</p> <p>18 SMAPI agreement after you created the single template; is</p> <p>19 that correct?</p> <p>20 A. Yeah. 09:53:34</p> <p>21 MR. RICHTER: Object to form on the last one.</p> <p>22 Sorry.</p> <p>23 Q. BY MR. JUDAH: And could you just restate at a</p> <p>24 high level what that -- what that change was? I think it</p> <p>25 remained a single template; is that correct? 09:53:49</p> <p style="text-align: right;">Page 33</p>

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<p>1 agreement, that they're combined into one?</p> <p>2 A. Yeah, pretty much.</p> <p>3 Q. And so when you say Google signed the earlier</p> <p>4 agreement, you -- you're referring to Exhibit 3, even</p> <p>5 though it's the double-sided one and Google didn't -- 10:05:26</p> <p>6 A. (Nods nod.)</p> <p>7 Q. Okay. So let me ask this then: Did Google --</p> <p>8 has Google signed the single template version of the</p> <p>9 SMAPI agreement?</p> <p>10 A. I don't believe so, no. There'd be no need to, 10:05:36</p> <p>11 because they had this one.</p> <p>12 Q. And then I may have asked this, and I apologize,</p> <p>13 but did you -- you drafted the -- this direct control</p> <p>14 SMAPI agreement?</p> <p>15 A. Yes. Sorry. Yes. 10:05:57</p> <p>16 Q. And did anyone else help draft that agreement?</p> <p>17 A. I probably had Shelby sort of shadow me on it.</p> <p>18 She's my direct report, and probably as, like, a</p> <p>19 development opportunity, I probably had her, you know,</p> <p>20 contribute a little and sort of help a little bit, but 10:06:15</p> <p>21 sort of under my supervision, if that makes sense.</p> <p>22 Q. Was -- was any outside counsel involved in</p> <p>23 helping review or draft that 2018 agreement?</p> <p>24 A. No, not that I recall. No, I don't think so.</p> <p>25 MR. JUDAH: All right. We've been going over an 10:06:36</p> <p style="text-align: right;">Page 42</p>	<p>1 Q. And do you recall any of the partners who</p> <p>2 proposed changes that were redlines that were</p> <p>3 implemented?</p> <p>4 MR. RICHTER: Object to form, scope.</p> <p>5 THE WITNESS: I mean, a lot of the bigger 10:20:51</p> <p>6 partners had redlines for sure.</p> <p>7 Q. BY MR. JUDAH: Were you involved in the</p> <p>8 negotiation of this agreement with Google Exhibit 3?</p> <p>9 A. This original agreement, no.</p> <p>10 Q. Who was involved on Sonos' side in the 10:21:14</p> <p>11 negotiation of this agreement?</p> <p>12 A. I would assume Craig Shelburne, and probably</p> <p>13 Kristen Bender was sort of the partner person back then.</p> <p>14 Q. Did you speak with either Ms. Bender or</p> <p>15 Mr. Shelburne to prepare for your corporate testimony 10:21:40</p> <p>16 today?</p> <p>17 A. No.</p> <p>18 Q. Did you review Ms. Bender's deposition</p> <p>19 transcript in this case to prepare for your deposition</p> <p>20 today on this corporate topic? 10:21:53</p> <p>21 A. No.</p> <p>22 Q. And so do you consider yourself prepared to be</p> <p>23 Sonos' designee on Topic Number 6 today?</p> <p>24 MR. RICHTER: Object to form. And also just</p> <p>25 note that the witness is appearing pursuant to our 10:22:18</p> <p style="text-align: right;">Page 44</p>
<p>1 hour. Is this a good time for a break?</p> <p>2 THE WITNESS: Fine by me.</p> <p>3 MR. RICHTER: Fine with me, too.</p> <p>4 THE VIDEOGRAPHER: We are going off the record.</p> <p>5 The time is 10:06. 10:06:45</p> <p>6 (Recess.)</p> <p>7 THE VIDEOGRAPHER: We are back on the record.</p> <p>8 The time is 10:19.</p> <p>9 Q. BY MR. JUDAH: All right. Ms. Kwasizur, if you</p> <p>10 could look at Exhibit Number 3. 10:19:28</p> <p>11 A. Yeah, I have it open.</p> <p>12 Q. Okay. So this -- were all Sonos partners in the</p> <p>13 2013 time period required to sign the Content Integration</p> <p>14 Agreement reflected in Exhibit 3?</p> <p>15 MR. RICHTER: Object to form, scope. 10:20:01</p> <p>16 THE WITNESS: Yes.</p> <p>17 Q. BY MR. JUDAH: Were changes ever made to the</p> <p>18 Content Integration Agreement, or is it a form agreement</p> <p>19 that the partners were required to sign as drafted?</p> <p>20 MR. RICHTER: Object to form. 10:20:25</p> <p>21 THE WITNESS: Were changes ever made by us, like</p> <p>22 an evolution of the template? Or you mean were changes</p> <p>23 ever made by partners, like redlines?</p> <p>24 Q. BY MR. JUDAH: The latter.</p> <p>25 A. Oh, yes. 10:20:37</p> <p style="text-align: right;">Page 43</p>	<p>1 objections and our clarifications on the scope of Topic</p> <p>2 6.</p> <p>3 THE WITNESS: Yes.</p> <p>4 Q. BY MR. JUDAH: Well, what, if anything, did you</p> <p>5 do to prepare to testify on Topic Number 6 today on 10:22:28</p> <p>6 behalf of Sonos?</p> <p>7 MR. RICHTER: Object to form, asked and</p> <p>8 answered.</p> <p>9 THE WITNESS: I met with counsel, looked at</p> <p>10 docs, yeah. 10:22:40</p> <p>11 Q. BY MR. JUDAH: But you won't tell me what</p> <p>12 documents you looked at to prepare for your corporate</p> <p>13 testimony on Topic Number 6; is that correct?</p> <p>14 MR. RICHTER: Object to form.</p> <p>15 THE WITNESS: Well, no, I answered you earlier 10:22:51</p> <p>16 when you asked if they were -- I forgot now what you</p> <p>17 asked, but you asked if they were agreements, emails,</p> <p>18 something else maybe.</p> <p>19 Q. BY MR. JUDAH: Okay. Well, then let me ask</p> <p>20 again. What documents did you look at to prepare to 10:23:04</p> <p>21 testify as Sonos' corporate representative on Topic</p> <p>22 Number 6?</p> <p>23 MR. RICHTER: Same instruction not to answer as</p> <p>24 before.</p> <p>25 Q. BY MR. JUDAH: And are you going to not answer 10:23:18</p> <p style="text-align: right;">Page 45</p>

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<p>1 that question, Ms. Kwasizur?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. So it's correct that you won't tell me</p> <p>4 what documents you reviewed to prepare to testify today</p> <p>5 on Topic Number 6; correct? 10:23:30</p> <p>6 MR. RICHTER: Object to form.</p> <p>7 THE WITNESS: Correct.</p> <p>8 Q. BY MR. JUDAH: All right. So what do you know</p> <p>9 about the facts and circumstances regarding the</p> <p>10 negotiation of the Content Integration Agreement in 10:23:43</p> <p>11 Exhibit Number 3 between Sonos and Google?</p> <p>12 MR. RICHTER: Object to form.</p> <p>13 THE WITNESS: Do you want to be more specific?</p> <p>14 I mean, I kind of sort of already explained. It's our</p> <p>15 Content Integration Agreement. This is what we called 10:24:02</p> <p>16 the back end the partners needed in order to basically</p> <p>17 launch something that they had built after signing the</p> <p>18 front end and getting access to the materials.</p> <p>19 Q. BY MR. JUDAH: Well, I understand --</p> <p>20 MR. JUDAH: And, Cole, you can correct if this 10:24:18</p> <p>21 is not right --</p> <p>22 Q. -- that kind of the scope that Sonos has agreed</p> <p>23 to put you up -- put up a witness on for Topic Number 6</p> <p>24 is the facts and circumstances regarding the negotiations</p> <p>25 and executions of the Content Integration Agreement. 10:24:31</p> <p style="text-align: right;">Page 46</p>	<p>1 agreement, Exhibit Number 3?</p> <p>2 A. No.</p> <p>3 Q. So have you reviewed Exhibit Number 3 before?</p> <p>4 A. Yes. I've seen Exhibit Number 3 before, yes.</p> <p>5 Q. Did you see it at the time it was executed? 10:26:28</p> <p>6 A. Sometime once it was -- I've seen this before,</p> <p>7 yes. Google's one of our partners. Over the years, I've</p> <p>8 had to look at this agreement for one reason or another</p> <p>9 I'm sure, so yes.</p> <p>10 Q. Do you recall the first time you looked at this 10:26:51</p> <p>11 agreement?</p> <p>12 A. No.</p> <p>13 Q. Did you look at any drafts of this agreement</p> <p>14 before it was executed?</p> <p>15 A. This 2013, no. 10:26:58</p> <p>16 Q. Are you familiar with something called the beer</p> <p>17 run test?</p> <p>18 A. Yes.</p> <p>19 MR. RICHTER: Object to form, scope.</p> <p>20 Q. BY MR. JUDAH: What is the beer run test? 10:27:12</p> <p>21 MR. RICHTER: Same objection.</p> <p>22 THE WITNESS: The beer run test is -- it was</p> <p>23 sort of a principle at Sonos of how we wanted Sonos to</p> <p>24 work, and it sort of relates into why we do everything</p> <p>25 via Wi-Fi and not Bluetooth. 10:27:27</p> <p style="text-align: right;">Page 48</p>
<p>1 Is that -- is that consistent, Ms. Kwasizur,</p> <p>2 with your understanding of the scope of your designation</p> <p>3 on Topic Number 6?</p> <p>4 MR. RICHTER: Object to form. I'll instruct the</p> <p>5 witness to exclude from her answer any understanding she 10:24:46</p> <p>6 has that came from counsel, but otherwise she can answer</p> <p>7 if possible.</p> <p>8 THE WITNESS: Yes.</p> <p>9 Q. BY MR. JUDAH: And so I'm trying to understand</p> <p>10 what you know about that topic and specifically the facts 10:24:57</p> <p>11 and circumstances regarding the negotiations.</p> <p>12 And so with that in mind, I'd like to ask</p> <p>13 what -- what can you tell me about the facts and</p> <p>14 circumstances about the negotiations between Sonos and</p> <p>15 Google that led to the execution of Exhibit Number 3? 10:25:19</p> <p>16 MR. RICHTER: Object to form.</p> <p>17 THE WITNESS: I know Google wanted to be on our</p> <p>18 platform and that we had them sign this agreement.</p> <p>19 Q. BY MR. JUDAH: Are you familiar with any of the</p> <p>20 specific communications between Google and Sonos that 10:25:40</p> <p>21 were exchanged as part of the negotiations that led to</p> <p>22 the execution of Exhibit Number 3?</p> <p>23 A. No.</p> <p>24 Q. And are you aware of any of the specific</p> <p>25 communications related to the execution of this 10:26:04</p> <p style="text-align: right;">Page 47</p>	<p>1 We wanted it -- so we never wanted the music to</p> <p>2 be basically going from your phone just to a speaker,</p> <p>3 like a Bluetooth speaker works, because if the person</p> <p>4 controlling the music left to run and get a beer, the</p> <p>5 music would stop, so it was like this thing that -- it 10:27:46</p> <p>6 sort of supported the -- the, sort of, founding principle</p> <p>7 that Wi-Fi was the technology we were basing all the</p> <p>8 connections around, if that makes sense.</p> <p>9 Q. BY MR. JUDAH: Are you familiar with something</p> <p>10 called the media route provider protocol or MRP? 10:28:01</p> <p>11 MR. RICHTER: Object to form, scope.</p> <p>12 THE WITNESS: I mean, I vaguely know what it is,</p> <p>13 but I'm not a software engineer or anything. So I guess</p> <p>14 it depends what you mean with familiar, but, yeah, I</p> <p>15 vaguely sort of know what it is. 10:28:20</p> <p>16 Q. BY MR. JUDAH: What's your understanding of what</p> <p>17 it is?</p> <p>18 MR. RICHTER: Object to form, scope.</p> <p>19 THE WITNESS: My understanding is that I think</p> <p>20 it was a Google thing, a way that they wanted the Google 10:28:29</p> <p>21 implementation to work.</p> <p>22 Q. BY MR. JUDAH: And what implementation are you</p> <p>23 referring to?</p> <p>24 A. The SMAPI implementation or the partnership we</p> <p>25 had with them. 10:28:49</p> <p style="text-align: right;">Page 49</p>

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<p>1 attachment to a filing. But if you could, I guess, start 2 by looking at the next page.</p> <p>3 If you could review this, and let me know if you 4 recognize it.</p> <p>5 A. Yes, I recognize it. 14:05:48</p> <p>6 Q. Is -- what is -- what is Exhibit 21?</p> <p>7 A. It looks like it's our 2018 agreement with 8 Google.</p> <p>9 Q. So this is the -- this is the agreement that you 10 wrote? 14:06:03</p> <p>11 A. Yes. Well, I created the template. I believe 12 Shelby did the, like, redlining back and forth with them 13 on this with me.</p> <p>14 Q. So in -- your testimony is that this agreement 15 is specific to direct control implementations; is that 14:06:21 16 right?</p> <p>17 MR. RICHTER: Object to form, scope.</p> <p>18 THE WITNESS: This is the version of the 19 agreement that we use for partners who have direct 20 control functionality, yes, that's right. 14:06:36</p> <p>21 Q. BY MR. JUDAH: This was executed between the 22 parties in -- if you go down -- you've got to go pretty 23 far down. Hold on.</p> <p>24 2018. December 2018, I see.</p> <p>25 Do you see that? 14:07:02</p> <p style="text-align: right;">Page 154</p>	<p>1 partners without a governing contract?</p> <p>2 MR. RICHTER: Object to form, scope, calls for a 3 legal conclusion.</p> <p>4 THE WITNESS: No, not typically. No, I wouldn't 5 say that. 14:08:35</p> <p>6 Q. BY MR. JUDAH: Can you think of any other 7 examples where that's happened?</p> <p>8 MR. RICHTER: Object to form, scope.</p> <p>9 THE WITNESS: Yeah, we probably have had 10 instance where things go live while the contract's still 14:08:47 11 being finalized. Yes, I'm sure that's happened in the 12 past.</p> <p>13 Q. BY MR. JUDAH: Was this 2018 contract still 14 being finalized in 2014 when the first part of the Google 15 Play Music/Sonos direct control implementation was 14:09:04 16 launched?</p> <p>17 MR. RICHTER: Object to form, scope.</p> <p>18 THE WITNESS: No, that -- no, that wouldn't make 19 any sense. No.</p> <p>20 Q. BY MR. JUDAH: So is your testimony that there 14:09:22 21 was no contract in place that governed the parties' 22 respective rights with respect to the collaboration work 23 that went into that Google Play Music/Sonos direct 24 control feature?</p> <p>25 MR. RICHTER: Object to form, scope. 14:09:44</p> <p style="text-align: right;">Page 156</p>
<p>1 A. Yeah.</p> <p>2 Q. And you -- you signed this on behalf of Sonos?</p> <p>3 A. Yes.</p> <p>4 Q. So is it your testimony that Google and Sonos 5 did not have any direct control implementation prior to 14:07:14 6 December 2018?</p> <p>7 MR. RICHTER: Object to form, scope, calls for 8 expert testimony.</p> <p>9 THE WITNESS: No, we didn't have a contract 10 governing it until -- well, they might -- like I said 14:07:34 11 earlier, they might have signed our DPA at some point. 12 That might have had some language around direct control 13 rights-type thing.</p> <p>14 But, yeah, we didn't have a contract in place 15 around it until -- until then. 14:07:50</p> <p>16 Q. BY MR. JUDAH: Until this -- this contract in 17 2018?</p> <p>18 A. Yeah.</p> <p>19 MR. RICHTER: Object to form, scope.</p> <p>20 Q. BY MR. JUDAH: Does Sonos typically enter into 14:07:59 21 collaborations that -- without any contract governing 22 the -- the terms of that -- of that agreement -- 23 withdrawn.</p> <p>24 Does Sonos typically enter into, you know, 25 collaborations with -- with music service provider 14:08:21</p> <p style="text-align: right;">Page 155</p>	<p>1 THE WITNESS: Yeah. Like I said, they -- I 2 think they did sign the DPA portion. I don't know what 3 the date was on that, but yes -- yeah, that is -- I mean, 4 at the time -- you mean at the time of that article 5 launch? Yeah, I don't think there was any contract 14:10:03 6 governing the, sort of, direct control aspect of it.</p> <p>7 Q. BY MR. JUDAH: Did anyone from Sonos involved in 8 the negotiation of the 2013 Content Integration Agreement 9 believe that it applied to the direct control feature 10 that the parties collaborated on? 14:10:28</p> <p>11 MR. RICHTER: Object to form, scope.</p> <p>12 And instruct the witness to exclude from her 13 answer any communications to or from counsel regarding 14 legal advice or -- or work product.</p> <p>15 THE WITNESS: No. I mean, the contract is 14:10:46 16 fairly clear that it covers SMAPI. I don't -- I don't 17 think anyone would think that that contract covered it -- 18 covered a direct control implementation.</p> <p>19 Q. BY MR. JUDAH: Are you aware of whether any 20 Sonos employees involved in the negotiation of that 14:11:00 21 contract have testified that they believe it did cover 22 the direct control implementation?</p> <p>23 MR. RICHTER: Same objections.</p> <p>24 Same instruction.</p> <p>25 THE WITNESS: Yeah, I don't know what other 14:11:17</p> <p style="text-align: right;">Page 157</p>



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<p>1 people have testified, but I don't -- I don't think that  2 it covered it. I'm not sure -- I'm not sure exactly who  3 you're referring to, but -- but the contract's pretty  4 clear that it doesn't cover it. So I'm not sure if they  5 were just confused or what. But that contract was our 14:11:35  6 standard SMAPI agreement.</p> <p>7 Like this other one, you can see if you look at  8 it, it has, like, direct control experience. It has,  9 like -- I think we call it the enhanced app or whatever.  10 We clearly make a distinction in the contract for direct 14:11:53  11 control. And that -- the old one did not, but...</p> <p>12 Q. BY MR. JUDAH: If you go back to Exhibit 3,  13 which is that 2013 Content Integration Agreement, it  14 references Google's media route provider protocol;  15 correct? 14:12:14</p> <p>16 A. Yes, it does say that somewhere in here. Yeah.</p> <p>17 Q. And, specifically, I can just direct you. It's  18 Section 3.3 that references it.</p> <p>19 So is it your testimony that Google's media  20 route provider has nothing to do with direct control 14:12:29  21 implementation?</p> <p>22 MR. RICHTER: Object to form, scope, misstates  23 testimony, asked and answered. Also, calls for expert  24 testimony.</p> <p>25 MR. JUDAH: I'll just note, Cole, I haven't been 14:12:41  Page 158</p>	<p>1 that has to do with anything.  2 I do see it in the agreement, if that's -- if --  3 yes, I see it in the agreement. It's referenced there.  4 But I don't --</p> <p>5 Q. BY MR. JUDAH: But your testimony is that 14:14:10  6 nothing in this 2013 Content Integration Agreement  7 relates to the direct control implementation with Google  8 Play Music; is that correct?</p> <p>9 MR. RICHTER: Object to form, scope.</p> <p>10 THE WITNESS: Yeah, that's correct. This is our 14:14:28  11 SMAPI agreement. I mean, it doesn't have any direct  12 control language. It doesn't reference direct control.  13 It doesn't -- it doesn't seem like a direct control  14 agreement.</p> <p>15 Again, Craig was probably the person who drafted 14:14:40  16 it, but just -- you know, from what I know of Sonos, this  17 is our SMAPI agreement. The integrated service offering  18 doesn't -- the way it's defined, doesn't include a  19 reference to direct controls. So, yes, I would say this  20 is about our SMAPI implementation. 14:14:57</p> <p>21 Q. BY MR. JUDAH: Well, you said that this  22 doesn't -- this agreement doesn't have any direct control  23 language. But you don't know whether media route  24 provider protocol relates to direct control; isn't that  25 true? 14:15:15</p> <p style="text-align: right;">Page 160</p>
<p>1 too strict on this, but, you know, under Judge Alsup's  2 rules, you're really just supposed to object to form.</p> <p>3 MR. RICHTER: Okay. Well, is it your  4 understanding that all of those types of objections that  5 I've objected to, including scope, like, would fall under 14:12:59  6 form?</p> <p>7 MR. JUDAH: Scope -- I mean, scope is -- is, I  8 think, different. But the other ones are subsumed in  9 form.</p> <p>10 So, I mean, that's his rule. You can -- you can 14:13:08  11 follow or ignore it as you will, but I'll just remind you  12 of that.</p> <p>13 Q. But in any event, I have a question pending,  14 Ms. Kwasizur. Do you want me to repeat it?</p> <p>15 A. Yeah. Sorry. If you don't mind. 14:13:24</p> <p>16 Q. Yeah.</p> <p>17 So is it your testimony that Google's media  18 route provider has nothing to do with the direct control  19 implement of Google Play Music on Sonos speakers?</p> <p>20 MR. RICHTER: Same objections. 14:13:41</p> <p>21 THE WITNESS: Yeah, I don't -- I don't know what  22 a media remote -- media route provider does. I don't --  23 I can't -- I mean, I see that it's referenced in this  24 agreement, but, I mean, for all I know, it's some UX  25 feature. I don't know what it is, so I can't say what 14:13:56  Page 159</p>	<p>1 MR. RICHTER: Object to form, scope.</p> <p>2 THE WITNESS: Yeah, correct. I don't know what  3 the media route provider protocol -- am I saying it  4 right? I don't know what that is or what it does. It's  5 probably a question for our -- the people who worked in 14:15:25  6 software on it. I don't know what that is.</p> <p>7 Q. BY MR. JUDAH: Is -- is it your view that the  8 2018 agreement, which is Exhibit 21, in any way modified  9 or superceded or nullivated the 2013 Content Integration  10 Agreement? 14:16:09</p> <p>11 A. No --</p> <p>12 MR. RICHTER: Beyond the scope.</p> <p>13 THE WITNESS: Yeah, 100 percent the intent was  14 for this to replace the 2013 agreement.</p> <p>15 Q. BY MR. JUDAH: And so you -- and what's -- 14:16:17  16 what's your basis for that statement?</p> <p>17 MR. RICHTER: Object to form, scope.</p> <p>18 THE WITNESS: I mean, that's how we usually do  19 it. If someone signs a new agreement, sort of covering  20 what the old agreement covers, it supercedes it. I think 14:16:31  21 there's even language probably towards the end says this  22 supersedes, you know, that standard boilerplate that we  23 have in there.</p> <p>24 Hold on. I'll find it.</p> <p>25 Where is it? 12.8, I'm guessing -- this 14:16:56  Page 161</p>